AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Annual Emergency Preparedness & Response

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE & Gunnison County BOCC

Term Begins: 7/1/2019 **Term Ends:** 6/30/2020 **Grant Contract #:**

Summary:

2019-2020 Annual Emergency Preparedness and Response contract with CDPHE.

Fiscal Impact: 23,152

Submitted by: B. Lucero **Submitter's Email Address:** blucero@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ongoing funding. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/11/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/15/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/16/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/21/2019

Revised April 2015

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. C T 2 0 2 0 * 2 4 8

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, Colorado 81230

CONTRACTOR DUNS: 133115220

CONTRACT MADE DATE: 5/1/2019

CONTRACTOR ENTITY TYPE:

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2019, whichever is later. The contract shall end on 06/30/2020.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:
Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

CONTRACT PRICE NOT TO EXCEED: $23,152.00
FEDERAL FUNDING DOLLARS: $23,152.00
STATE FUNDING DOLLARS: $0..00
OTHER FUNDING DOLLARS: $0.00
Specify "Other": $0.00

LAW SPECIFIED VENDOR STATUTE:
N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY20: $23,152.00

STATE REPRESENTATIVE:
Melanie Simons
PHEP Grant Branch Manager
Colorado Dept. of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynold
Gunnison County Department of Health and Human Services
220 North Spruce Street
Gunnison, Colorado 81230

PROJECT DESCRIPTION:
The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129533
Contract Routing Number: CT 2020*248

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
Exhibit D -	Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: CT 2020*248

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the party authorizing his or her signature.

CONTRACTOR
Board of County Commissioners of Gunnison County
(A Political Subdivision of the State of Colorado)
For the use and benefit of the
Gunnison County Department of Health and Human Services

Political Subdivision

_____
Print Name of Authorized Individual

_____
Print Title of Authorized Individual

_____
Signature of Authorized Individual

_____
Date

STATE OF COLORADO
Jared S. Polis, Governor

Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH
Executive Director

By: _____
Lisa McGovern
Procurement and Contracts Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment
Melanie Simons
PHEP Grant Program Manager

By: _____
Signature of Authorized CDPHE Program Approver

_____
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____
David Norris, Controller, CDPHE

Effective Date: _____

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ADDITIONAL PROVISIONS
To Contract Dated 5/1/2019 - CMS Contract Routing Number CT 2020*248

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).

2. The United States Department of Health and Human Services ("HHS"), through the Center for Disease Control ("CDC") has awarded as of 07/01/2019 anticipated federal funds of $10,368,137.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **CDC-RFA-TP19-1901**, to perform the following– Public Health and Emergency Preparedness for the State of Colorado.

   If the underlying Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links the form is incorporated and made part of this Contract by reference. The Invoice Form must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

   Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, cdphe_eprfiscal@state.co.us

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

4. Time Limit for Acceptance of Deliverables.

   Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   Notice of Defect. If the State believes in good faith that a deliverable fail to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar

days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before **the expiration of the contract**.

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contactor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or $187, 000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

2 CFR 200 Code of Federal Regulations
The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and is incorporated and made part of this contract by reference.

10. Budget Line Definitions
The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of $5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via www.emacweb.org . Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

12. The State**,** at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

13. The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:

    A. name of the regional staff person leaving the position;
    B. the date the vacancy will occur;
    C. the estimated date when the vacancy will be filled and;
    D. Name of replacement once filled.

    CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*248

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level. The aligned PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

II. Definitions:

1. AAR-After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. C-MIST-Communication, Maintaining Health, Independence, Services and Support, Transportation
5. CNS-Colorado Notification System
6. COOP-Continuity of Operations Plan
7. CO-SHARE-Colorado State Health and Readiness Exchange
8. CO.TRAIN-Colorado Training Finder Real-Time Affiliate Integrated Network
9. CPG-Capability Planning Guide
10. CVM-Colorado Volunteer Mobilizer
11. DHSEM-Divison of Homeland Security and Emergency Management
12. DOC-Department Operations Center
13. EOP-Emergency Operations Plan
14. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
15. HAN-Health Alert Network
16. HCC-Healthcare Coalition
17. HVA-Hazards Vulnerability Assesment
18. ICS-Incident Command Structure
19. IMATS- Inventory Management and Tracking System
20. IP-Improvement Plan
21. LPHA-Local Public Health Agency
22. MCM-Medical Countermeasure
23. MYTEP-Multi-Year Training and Exercise Plan
24. NIMS-National Incident Management System
25. OEPR-Office of Emergency Preparedness and Response
26. POD-Point of Dispensing
27. PHEOP-Public Health Emergency Operations Plan
28. RTP-Regional Transfer Point
29. SNS-Strategic National Stockpile
30. TEPW-Training and Exercise Planning Workshop

III. Work Plan:

Goal #1: Increase capacity for preparedness, response and recovery in Colorado.
Objective #1: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through planning.

Primary Activity #1	The Contractor shall update their agency COOP (Continuity of Operations Plan) to meet the minimum federal requirements.
Primary Activity #2	The Contractor shall complete the 'Critical Workforce Group Tiers' spreadsheet.
Primary Activity #3	The Contractor shall develop or update their agency Volunteer Management Plan.
Primary Activity #4	The Contractor shall coordinate a minimum of two (2) county-level Pandemic Influenza planning meetings with relevant subject matter experts and community partners, including AFN representatives, to orient partners on the local/county pandemic plan.
Primary Activity #5	The Contractor shall participate in planning for the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #6	The Contractor shall incorporate the OEPR Situational Awareness Tool into their PHEOP.
Primary Activity #7	The Contractor shall complete the 'Access and Functional Needs and Community Partners' report to identify current and desired engagement of community organizations who can provide relationships or support to their public's access and functional needs.
Primary Activity #8	The Contractor shall create a plan or integrate into existing plans AFN resources/practices and intentional community engagement into the 2021 Full Scale Exercise in its jurisdiction.
Primary Activity #9	The Contractor shall conduct one-to-one interviews or focus groups with at least three (3) stakeholders/community groups OR document action steps identified from community conversations in the last year to integrate jurisdictional access & functional needs in public health emergency plans and practices.
Primary Activity #10	The Contractor shall participate in the HCC HVA.
Primary Activity #11	The Contractor shall update their local community and responder Mass Prophylaxis/ Vaccination/POD Plans.
Primary Activity #12	The Contractor shall assist in the planning/responding to issues impacting high-risk populations such as people experiencing homelessness and/or substance use issues.
Primary Activity #13	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #14	The Contractor shall participate in the development of a Regional ESF#8 Multi-Year Training and Exercise Plan that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #15	The Contractor shall participate in the Regional Pandemic Influenza Tabletop Exercise with Regional Staff and the Readiness and Response Coordinator.

Primary Activity #16	The Contractor shall attend the 2019 OEPR Annual Meeting.
Objective #2: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall have a trained primary and back-up CVM administrator.
Primary Activity #2	The Contractor shall participate in a web-based training on the OEPR Situational Awareness Tool.
Primary Activity #3	The Contractor shall participate in a web-based training on completing the 'Critical Workforce Group Tiers' worksheet.
Primary Activity #4	The Contractor shall participate in a web-based training on 'Vaccination Planning for Critical Workforce Groups'.
Objective #3: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall complete the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #2	The Contractor shall participate in quarterly redundant communications (eg. 800MgHz radio) drills conducted by OEPR.
Primary Activity #3	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites (eg. PODs).
Primary Activity #4	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
Primary Activity #5	The Contractor shall participate in a minimum of two (2) IMATS SNS Resource Request Drills
Primary Activity #6	The Contractor shall create and send out two (2) mission drills utilizing the CVM
Objective #4: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
Primary Activity #1	The Contractor shall complete the 2019-20 CPG Survey with input from all relevant partners in its jurisdiction.
Primary Activity #2	The Contractor shall retain trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems and support surge requirements in response to threats.

Primary Activity #3	The Contractor shall attend a minimum of one (1) Regional HCC or HCC Chapter meeting/per quarter.
Primary Activity #4	The Contractor shall update agency contact info twice/year in CO-SHARE.
Standards and Requirements	1. The Contractor shall utilize the 'Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018' as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 2. The Contractor shall highlight or indicate areas of the COOP (Continuity of Operations Plan) that have been revised with the minimum federal requirements. These requirements are outlined in the PHEP NOFO COOP Requirements. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 3. CDPHE shall provide the 'Critical Worforce GroupTiers' worksheet template to contractor no later than 7/1/2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 4. The Contractor shall comply with the requirements stated in the "*Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic*" when completing the 'Critical Workforce Group Tiers' worksheet. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 5. CDPHE will provide technical assistance and guidance from CDC on Planning Considerations for Vaccinating Critical Workforce Groups' as it relates to Pandemic Operational Readiness. This will include new guidance from CDC, "*Implementing a Pandemic Influenza Vaccination Campaign*" and "*Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic*". These documents will be incorporated upon release from CDC and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 6. The Contractor shall facilitate discussions with the Pandemic Planning group regarding non-pharmaceutical interventions, access and functional needs (AFN), vaccination of critical workforce, etc. The Contractor shall have the option of using a facilitation guide developed by CDPHE. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 7. The Contractor shall adhere to the following guidelines for the Pandemic Influenza planning meetings: create new pandemic planning group or work with existing group; include representation from diverse sectors such as immunization, epidemiology, emergency management, communication experts, schools, health care providers and hospitals, businesses, pharmacies, immunization staff etc.

	8. The Volunteer Management Plan must include: how LPHAs will manage walk-up volunteers, volunteer liability, licensure, Workman's Compensation, scope of practice, third party reimbursement issues, and documentation of ESAR-VHP compliant system if not using the Colorado Volunteer Mobilizer (CVM). CDPHE. CDPHE will provide Volunteer Plan guidance, including legal issues and managing spontaneous volunteers. This guidance is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 9. CDPHE will provide access to the Situational Awareness Tool via CO-SHARE by July 1, 2019. This tool will be incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 10. The Contractor shall integrate the Situational Awareness Tool into the Concept of Operations section of their Public Health Emergency Operations Plan (PHEOP) or Communications Annex to establish a mechanism to monitor situational awareness during emergent and non-emergent times. 11. CDPHE will provide an 'Access & Functional Needs (AFN) and Community Partners report' template for LPHAs by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 12. CDPHE will provide an optional 2021 Full-Scale Exercise Community Engagement plan template for LPHAs to develop activities to integrate more public participation and AFN resources/practices into the 2021 Public Health Full-Scale Exercise Plan by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 13. CDPHE will provide a C-MIST driven AFN Conversations Guidance document to support one-to-one interviews and focus groups by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 14. The Contractor shall provide a HCC Healthcare Vulnerability Assesment (HVA) tool to include information that supports the public health priority to diagnose and investigate health problems and health hazards in the community, ensuring that endemic disease and novel threats are included in the analysis. CDPHE will provide the HCC HVA tool/template by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 15. The Contractor shall support and/or facilitate efficient, coordinated public health activities during the planning for or the duration of a response to issues impacting high-risk population such as people experiencing homelessness and/or substance use issues. 16. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 17. The Contractor shall support the TEPW with their subject-matter expertise, and logistical support as requested.

	18. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise by July 1, 2019 that each region may use as a base template provided via CO-SHARE. These documents are incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 19. The Contractor must participate in the Regional Pandemic Influenza Tabletop Exercise as a "Player" so as to properly represent LPHA decisions and actions during a simulated event. 20. CVM administrators must have completed CVM Administrator training, signed the yearly confidentiality agreement and be recognized by OEPR as a CVM Administrator. 21. CVM Administrator training will be offered quarterly by CDPHE. 22. Contractors who have 10 employees or less may designate a regional staff member as their CVM Administrator backup. If a regional staff member is identified as the the back-up CVM Administrator, the regional staff member must provide written agreement to the CVM Coordinator. 23. CDPHE will validate attendance of the specific Situational Awareness Tool training attendee in CO.TRAIN. 24. CDPHE will conduct the 'Critical Workforce Group Tier Spreadsheet' training and validate contractor participation in CO.TRAIN. 25. CDPHE will provide the 'Vaccination Planning for Critical Workforce Groups' webinar to include an overview of new CDC guidance on "Implementing a Panflu Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic". 26. The Contractor shall comply with the requirements stated in the Health Care Coalition Surge Test when completing the Coalition Surge Test Exercise. This information is located on the Public Health Emergency government website https://www.phe.gov/Preparedness/planning/hpp/Pages/coaltion-tool.aspx and is incorporated and made a part of this contract by reference. 27. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR. 28. Redundant Communication Drills can include communication via 800MgHz radios, cell phone, text and/or email. 29. Tactical Communication Drills (radios) will focus on information sharing between the state and local department operations centers (DOC) and communication between the Receive, Store, Stage (RSS) site and Regional Transfer Point (RTP) and Local Transfer Points (LTP). 30. Participation in redundant communication drills initiatied by CDPHE will be verified by CDPHE (i.e. CNS generated reports, radio drill spreadsheets).

	31. Drills conducted by the Contractor to local operational sites should be documented on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE. 32. Local operational sites include the following: Department Operations Center (DOC); Open Point of Dispening (POD); Closed POD; Regional Transfer Point (RTP); Local Transfer Point (LTP); and Healthcare Coalition (HCC) member agencies. 33. Drills conducted by the contractor can be notification, exercise or real event. 34. Contractor will include cdphe_epr_sit@state.co.us when conducting HAN notifications and drills. 35. CDPHE will initiate and document IMATS SNS Resource Request Drills. 36. The Contractor shall sign-up for the IMATS SNS Resource Request Drill electronically via CO.TRAIN. 37. The Contractor shall use a 213rr or other inventory form to conduct IMATS SNS Resource Requrest drills. Resource Request forms are incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 38. CDPHE will verify participation in IMATS SNS Resource Request drills by reviewing resource requests in IMATS. 39. CDPHE will conduct IMATS drills once/quarter. 40. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 41. The Contractor shall complete the 2019-20 CPG Survey by using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment). 42. The Contractor shall conduct the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA. 43. CDPHE will provide results from the 2018-19 CO-PHRCA upon request. 44. The 2019-20 CPG Survey should be completed by soliciting input from the following partners (as applicable) Hospitals, Emergency Medical Services (EMS), Emergency Management, Behavioral Health, Home Health, Long-term Care/Assisted Living, Schools, Law Enforcement, Elected Officials, Non-Profit/Volunteer Organizations, Faith-Based Organizations, LPHA Laboratory Staff 45. CDPHE will provide guidance and tools for completing the 2019-20 CPG Survey, including access to the CO-PHRCA. This document is incorporated and made part of this contract by reference and is available on the following website:

https://sites.google.com/a/state.co.us/co-share/.

46. Primary disease case investigation responsibility (i.e., local or state public health agency) and suggested public health response timelines are outlined on the CDPHE Communicable Disease Manual website in the *"Disease-case investigation guidance"* document found at the link titled "Public Health Reportable Condition Investigation Guidance". This document and website are incorporated and made part of the scope of work by reference and is available on the following website: https://www.colorado.gov/pacific/cdphe/communicable-disease-manual.

47. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.

48. Functional exercises, full scale exercises, and real event responses must be submitted within 120 days of event conclusion.All joint HPP and PHEP exercises, including MCM exercises, shall include a surge of patients into the health care system.

49. Accommodations for at-risk populations should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered.

50. The Contractor shall maintain NIMS compliance and a current emergency preparedness reponse plan.

51. EPR Coordinators with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparednes and Response 101" online course at https://www.train.org/colorado/course/1077760/compilation. This site is incorporated and made part of this contract by reference.

52. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).

53. CDPHE will provide training on OEPR systems upon request.

54. The Contractor shall shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.

55. LPHA representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.

56. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website https://www.train.org/colorado and is incorporated and made part of this contract by reference.

57. The Contractor shall assist regional staff to fulfill the requirements of the Statement of Work upon request of the regional staff.

	58. The Contractor must update agency contact info twice/year at the following location in CoSharehttps://sites.google.com/a/state.co.us/co-share/home/lpha. This site is incorporated and made part of this contract by reference.	
Expected Results of Activity(s)	Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	Review of plans and CPG data surveys	
		Completion Date
Deliverables	1. The Contractor shall submit their updated agency COOP electronically via CO-SHARE.	No later than 3/31/20
	2. The Contractor shall submit their county-level Critical Workforce Group Tiers worksheet electronically via CO-SHARE.	No later than 3/31/20
	3. The Contractor shall submit their Volunteer Management Plan electronically via CO-SHARE.	No later than 3/31/20
	4. The Contractor shall submit notes/attendance roster from a minimum of one (1) HCC Coalition Surge Test (CST) planning meeting electronically via CO-SHARE.	No later than 3/31/20
	5. The Contractor will submit an updated PHEOP electronically via CO-SHARE.	No later than 3/31/20
	6. The Contractor shall submit an 'Access & Functional Needs and Community Partners' report electronically via CO-SHARE.	No later than 12/31 19
	7. The Contractor shall submit a 'Community Engagement and AFN Integration Plan' for the 2021 FSE electronically via CO-SHARE.	No later than 6/15/20
	8. The Contractor shall submit at least one collaboration activity identified with community partners to better integrate Access & Functional Needs into public health emergency plans or practices electronically via CO-SHARE.	No later than 6/15/20
	9. The Contractor shall indicate names of staff participating in the Regional HCC HVA electronically via CO-SHARE.	No later than 6/15/20
	10. The Contractor shall submit an updated community and responder Mass Prophylaxis/Vaccination/POD electronically via CO-SHARE.	No later than 3/31/20
	11. The Contractor shall submit any planning documentation, incident action plans or ICS org charts regarding any Hep A related response or planning initiative electronically via COSHARE.	No Later Than 6/15/20
	12. The Contractor shall indicate names of the individuals assisting with the Regional ESF#8 MYTEP Development electronically via CO-SHARE.	No later than 12/31/19
	13. The Contractor shall indicate the names of individuals attending the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE.	No later than 12/31/19
	14. The Contractor shall indicate electronically the names of the individuals participating in the Regional Pandemic Influenza Tabletop Exercise electronically via CO-SHARE.	No later than 6/15/20

	15. The Contractor shall indicate electronically the names of individual attending the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	16. The Contractor shall submit minutes, agendas and roster for meetings regarding pandemic influenza planning electronically via CO-SHARE.	No later than 6/15/20
	17. The Contractor shall submit copies of CVM administrator training certificates for primary and back up administrators electronically via CO-SHARE.	No later than 3/31/20
	18. The Contractor shall document the name of the 2019 OEPR Annual Meeting attendee electronically via CO-SHARE.	No later than 12/31/20
	19. The Contractor shall indicate names of individuals participating in the Critical Workforce Group Vaccination Planning webinar electronically via CO-SHARE.	No later than 3/31/2020
	20. The Contractor shall indicate names of individuals participating in the Critical Workforce Group-Tiers Spreadsheet webinar electronically via CO-SHARE.	No later than 9/30/19
	21. The Contractor shall submit documentation of participation of in the HCC Coalition Surge Test (CST) electronically via CO-SHARE.	No later than 6/15/20
	22. The Contractor shall submit agency-initiated drill report information in the Communications Drill Report form electronically via CO-SHARE.	No later than 6/15/20
	23. The Contractor shall indicate completion of IMATS drill electronically via CO-SHARE.	No later than 6/15/20
	24. The Contract shall submit report of CVM drills conducted electronically via CO-SHARE.	No later than 6/15/20
	25. The Contractor shall submit their responses to the CPG Survey online through the 2019-20 CO-PHRCA (Colorado Public Health System Response Capacity Assessment).	No later than June 15, 2020
	26. The Contractor shall document electronically via CO-SHARE attendance at regional HCC meetings.	No later than June 15, 2020
	27. The Contractor shall update contact info in CO-SHARE	No later than February 29 and June 15, 2020

IV. **Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. **Resolution of Non-Compliance:**

The Contractor will be notified in writing within thirty **(30)** calendar days of discovery of a compliance issue. Within ten **(10)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Budget
To Original Task Order Routing Number 2020*248

Expenditure Categories		
Personal Services		**Budget**
Position Title	**Description of Work**	
EPR Coordinator	Coordinates EPR Activities fro Gunnison County DHHS ($32.25 /hour x 12hr/week x 52 weeks)	$20,124.00
	Total Personal Services	**$20,124.00**
Supplies & Operating Expenses		**Budget**
Item	**Description of Work**	
Operating Supplies & Equipment	Operating Supplies & Equipment	$160.00
	Total Supplies & Operating Expenses	**$160.00**
Travel		**Budget**
Item	**Description of Work**	
Per Diem	$66/day @ 4 days	$264
Lodging	Denver Fall Meeting ($125) GJ EPR Workshop ($125) @ 2 nights each	$500
Mileage	Travel to EPR Fall meeting in Denver (402 miles), & Travel to GJ for EPR Workshop (250 miles) , and anticipated travel for trainings in workplan @ 58.00 cents/mile	
	Total Travel	**$764.00**
Contractual (payments to third parties or entities)		**Budget**
Item	**Subcontractor Entity Name and/or Description of Item**	
	Total Contractual	**$0.00**
	SUB-TOTAL BEFORE INDIRECT	**$21,048.00**
Indirect		**Total Budget**
Item	**Description of Item**	
Indirect Cost Rate	10%	$2,104.80
	Total Indirect	**$2,104.80**
	TOTAL	**$23,152.80**

OPTION LETTER #: Click here to enter text.

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **CT 2020*248**
Contractor (Name and Address) **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **200 East Virginia Avenue** **Gunnison, Colorado 81230-2297** **for the use and benefit of the** **Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison, Colorado 81230-2333**	Option Contract Number **Click here to enter text.**
Contract Performance Beginning Date : **Click here to enter a date.**	Current Contract Expiration Date : **Click here to enter a date.**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						$
Original						$
					Current Contract Maximum Amount (YTD)	$

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change quantity of goods under the Contract
   - **C.** Option to change quantity of services under the Contract

2) **REQUIRED PROVISIONS**:
   - **A.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
   - **B.** In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**.
   - **C.** The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

SAMPLE

PROGRAM APPROVAL	STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director
By:_____ _ Date:_____	_____ _ By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

Contract (Original or Amendment) Acceptance Instructions For *Local Public Health Agencies (LPHAs)*

1. Contract Document

Print: Please print two (**2**) copies of the PDF contract document attached to this email. Recommend double-sided printing.

2. Obtain Signatures

Signatures: the signature authority for the organization must sign the two (2) contract documents. Original signatures are required. Please use blue ink.

Accepted signature authorities for agencies are as follows:

- ☐ **Institutions of Higher Education (IHE):** President, Chancellor, State Controller, Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Agencies :** Individuals with final executive authority for an Agency (regardless of title), Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Government:** Individual given actual authority based on governmental resolution.
  - **Counties** – Board of County Commissioners Chairperson or Executive Director
  - **County or District Board of Health** – Board of Health President or Executive Director
  - **County or District Board of Social Services** – Board of Social Services Chairperson
  - **Cities and Towns** – Mayor
  - **Cities and Towns** – City Manager (if city manager structure)
  - **School District** – School District Superintendent

Signature of an individual with a <u>position title that is not listed</u> on the accepted signature authority list requires additional supporting documentation*.

3. Supporting Documentation

***Proof of Signing Authority (If applicable**): A signature authority letter or other regulatory document (resolution, charter, ordinance, etc) confirming the individual signing the contract is authorized to enter into contracts on behalf of the organization. The signatory on the signature authority letter must possess a title listed on the accepted signature authority list by entity. (Attached Sample Non-Profit Signature Authorization Letter, customize according to entity type).

4. Submission

Return: the two (2) original signed contract documents, and proof of signing authority (if applicable).

All contract documents should be submitted by: mail, courier service, delivery service such as FedEx or UPS, or hand delivered to the CDPHE Mailroom, to the address below, between the hours of 8:00am – 5:00pm, Monday through Friday. Delivery attempts outside the delivery times will not be accepted.

Colorado Department of Public Health & Environment
Division Address 4300 Cherry Creek South Drive, Denver, CO 80246
Attention: OEPR-Amber Feldman
4300 Cherry Creek Drive South
Denver, CO 80246-1520

5. Contract review and approval

CDPHE will provide notification of the date work can begin under the contract. Work is not authorized to begin until the contract is fully executed (signed by all parties). An original fully executed contract will be mailed.

Signature Authority Letter

(Insert name of entity) exists as a non-profit corporate entity and as such does not have a President or Vice-President, but instead is governed by a Board of Directors. In addition, **(insert name of entity)** operates under the leadership of **(insert name of individual signing the contract)**, our Chief Operating Officer (COO). **(Insert name of individual signing the contract)** has the authority to sign contracts on behalf of **(insert name of entity)** which are binding

_____
Signature

_____
Print Name

_____
Title

_____
Date

SAMPLE
customize and print on
organizational letterhead